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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

ORACLE USA, INC., a Colorado corporation;
 ORACLE AMERICA, INC., a Delaware
 corporation; and ORACLE
 INTERNATIONAL CORPORATION, a
 California corporation,

Plaintiffs,

v.

RIMINI STREET, INC., a Nevada
 corporation; SETH RAVIN, an individual

Defendants.

Case No. 2: 10-cv-0106-LRH-PAL

**DECLARATION OF GEOFFREY M.
 HOWARD IN SUPPORT OF
 PLAINTIFFS' REPLY IN SUPPORT
 OF MOTION TO MODIFY
 PROTECTIVE ORDER**

[REDACTED]

1 I, Geoffrey M. Howard, declare:

2 1. I am a member of the State Bar of California and have been admitted *pro*
3 *hac vice* to appear before this Court. I am a partner of Bingham McCutchen, LLP, attorneys for
4 Plaintiffs Oracle USA, Inc., Oracle America, Inc., and Oracle International Corporation in this
5 action ("Oracle"). I make this declaration In Support of Reply to Plaintiffs' Notice of Motion
6 and Motion and Application to Modify Protective Order. The facts stated here are within my
7 personal knowledge, and I could and would testify competently to them if required.

8 2. Attached as **Exhibit A** are true and correct excerpts from the transcript of
9 the December 1, 2011 deposition of Paul Simmons, CedarCrestone's corporate representative.

10 These excerpts represent some of the testimony which give rise to Oracle's belief that
11 
12

13 3. On February 14, 2011, Oracle hand-served a subpoena for the production
14 of documents on CedarCrestone. The date for compliance with the subpoena was March 7,
15 2011. CedarCrestone did not produce documents in response to the subpoena or serve any
16 objections to the subpoena prior to March 7, 2011. CedarCrestone first objected to the subpoena
17 on April 14 2011. Attached as **Exhibit B** is a true and correct copy of the "objection" dated
18 April 14, 2011.

19 4. Oracle and CedarCrestone negotiated the document subpoena between
20 April 15 and June 24, 2011. On June 24, 2011, CedarCrestone informed Oracle that it would
21 only comply with the subpoena if Oracle agreed to substantially modify the Protective Order.
22 Attached as **Exhibit C** is a true and correct copy of an email and attachment from Alan
23 Tannenwald, counsel for CedarCrestone, to Chad Russell on June 24, 2011 that contains
24 CedarCrestone's proposed Protective Order modifications. The subject of the email is "Oracle
25 USA, et al. v. Rimini Street, et al." The name of the attached file is
26 "CedarCrestone_Rimini_Supplemental Stipulation of Confidentiality Between CedarCrestone
27 and Rimini S (4)."
28

1 5. Having served the subpoena over four months ago, and faced with what it
2 considered unreasonable proposed Protective Order terms, Oracle moved to compel
3 CedarCrestone's compliance with the subpoena. Oracle's motion is at Docket number 156.

4 6. Upon receipt of Oracle's motion, CedarCrestone agreed to comply with
5 the subpoena with only minor modifications to the existing Protective Order. The stipulated
6 modifications are attached as Exhibit C to the Declaration of Chad Russell, filed in support of
7 Oracle's Motion to Modify Protective Order at Docket Number 273-3. Based on this agreement,
8 Oracle withdrew its motion to compel.

9 7. Beginning in February 2012, after Oracle deposed Mr. Simmons using
10 documents produced by CedarCrestone in response to Oracle subpoena, counsel for Oracle
11 initiated discussions with CedarCrestone's counsel and ultimately arranged for a series of
12 meetings between corporate representatives of both parties. The purpose of these meetings was,
13 at Oracle's request, to discuss the legality of CedarCrestone's business practices and to
14 informally resolve Oracle's concerns about them based on the discovery provided by
15 CedarCrestone. In advance of these meetings, CedarCrestone requested that Oracle's corporate
16 representatives have "subject matter expertise" with respect to the dispute between the parties in
17 order to facilitate the discussions between the parties.

18 8. To ensure that there could be no assertion that Oracle was improperly
19 using information designated under the Protective Order for a purpose unrelated to the
20 Oracle/Rimini Street litigation, Oracle requested CedarCrestone's permission to "to be released
21 from the obligations imposed by the protective order as to the CedarCrestone document
22 production and the CedarCrestone deposition testimony in the Oracle v. Rimini matter, and that
23 [Oracle] can, for example, freely discuss the content of the documents and deposition testimony
24 within Oracle". CedarCrestone agreed. Attached as **Exhibit D** is a true and correct copy of an
25 email exchange between Bob Gill, counsel to CedarCrestone, and myself between January 26,
26 2012 and February 17, 2012. The subject of these emails is Re: Oracle USA, Inc. et al. v. Rimini
27 Street, Inc. and Seth Ravin.

1 9. Based on Oracle's review of the CedarCrestone documents and testimony,
2 as well as its own investigation, Oracle believes that [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 11. Throughout the discussions between the parties, Oracle has requested an
23 immediate end to CedarCrestone's infringing activities. CedarCrestone has never agreed to stop
24 certain activities, and has refused to give a date certain for when it will stop others.

25 12. Attached as **Exhibit E** is a true and correct copy of the Oracle
26 PartnerNetwork Worldwide Agreement that CedarCrestone has entered into with Oracle.
27 Portions of Exhibit E are highlighted to assist the Court in identifying the information relevant to
28 Oracle's motion.

13. Attached as **Exhibit F** is a true and correct copy of the Oracle PartnerNetwork Partner Code of Conduct and Business Ethics, *available at* <http://www.oracle.com/partners/en/how-to-do-business/opn-agreements-and-policies/019520.pdf>. Portions of Exhibit F are highlighted to assist the Court in identifying the information relevant to Oracle's motion.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 25th day of June, 2012 in San Francisco, California.

By: /s/ Geoffrey M. Howard
Geoffrey M. Howard